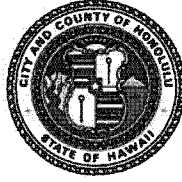


DEPARTMENT OF TRANSPORTATION SERVICES
CITY AND COUNTY OF HONOLULU

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DEPUTY DIRECTOR

KENNETH TORU HAMAYASU, P.E.
DEPUTY DIRECTOR

September 30, 2010

RTD9/10-386142R

Mr. Leslie T. Rogers, Regional Administrator
Federal Transit Administration, Region IX
U.S. Department of Transportation
201 Mission Street, Suite 1650
San Francisco, California 94105-1839

Dear Mr. Rogers:

Subject: Honolulu High-Capacity Transit Corridor Project
Maintenance and Storage Facility (MSF) Contract
Notice to Proceed #1

The City and County of Honolulu (the City) determined that the MSF proposal received from Kiewit/Kobayashi JV (KKJV) provides the best value for the City. Therefore, the City intends to award a design-build (DB) contract to the Joint Venture (KKJV). As with the West Oahu Farrington Highway Guideway DB contract solicitation, we received proposals for the MSF DB contract solicitation during a time of very favorable market conditions, and the proposals received were substantially below our planned budget.

To minimize delay costs and assure compliance with Federal and State laws while awaiting completion of environmental reviews, the City intends to issue to KKJV an initial Notice to Proceed (NTP) #1 for preliminary design and pre-construction activities under the MSF contract by November 1, 2010. This work under NTP #1 will be limited to elements of Preliminary Engineering (PE) whose principal purpose is refinement and validation of information supporting the environmental review process. NTP #1 activities will be restricted to planning for construction through the development and review of the contractor's various procedures and management plans, particularly those related to environmental compliance activities. The attachment to this letter provides descriptions of the scope functions we intend to authorize under NTP #1. This information is confidential until after the MSF contract is fully executed.

Mr. Leslie T. Rogers, Regional Administrator
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September 30, 2010

We are being very careful and diligent to limit NTP #1 only to PE activities and will continue to withhold any commitments to final design and construction activities, to the mobilization of construction equipment, and to the purchase of long lead construction materials. In addition, this limited authorization of activities under NTP #1 will not preclude consideration of the alternative MSF site identified in the Final Environmental Impact Statement or the No Build Alternative.

If you require any additional information, please contact Simon Zweighaft, Chief Project Officer, at 808-768-6152.

Very truly yours,

A handwritten signature in black ink, appearing to read 'Wayne Y. Yoshida', written over the typed name.

Wayne Y. Yoshida
Director

Attachment

cc: Mr. Nadeem Tahir, FTA, Region IX
Ms. Catherine Luu, FTA, Region IX
Mr. Tim Mantych, Jacobs Engineering Group, Inc.

**Honolulu High-Capacity Transit Corridor Project
Maintenance and Storage Facilities Design-Build Contract
Notice-To-Proceed (NTP) No. 1 Activities**

1. Payment & Performance Bonds

Payment Type:	Lump Sum
Milestone Value:	\$2,200,000

Explanation: This is a Design-Build contract. Hawaii Revised Statutes §103D-324 (http://www.capitol.hawaii.gov/hrscurrent/Vol02_Ch0046-0115/hrs0103D/HRS_0103D-0324.htm) requires that performance and payment bonds be delivered to the City and become binding upon execution of the contract. This is a single event and payment is a lump sum. This activity is to enable the contractor to be reimbursed for the cost.

The payment with City funds for the contractor to provide these bonds does not constitute a commitment to construction of the project since the contract includes appropriate termination clauses and requirements for subsequent NTPs prior to any construction activities. No construction commitment is included under NTP #1. The City will not issue an NTP authorizing construction until appropriately authorized by FTA.

2. Insurance

Payment Type:	Lump Sum
Milestone Value:	\$900,000

Explanation: Insurance coverage is required as specified in the Contract. This is a single event and payment is lump sum. This milestone activity is to enable the Contractor to be reimbursed for the cost of the insurance.

The payment with City funds for this insurance does not constitute a commitment to construction of the project since the contract includes appropriate termination clauses and requirements for subsequent NTPs prior to any construction activities. No construction commitment is permitted to occur under NTP #1. The City will not issue an NTP authorizing construction until appropriately authorized by FTA.

3. Project Management Phase 1

Payment Type:	Monthly (3 mos)
Milestone Value:	\$1,500,000

Explanation: This MSF Project Management Phase 1 milestone covers a period of 3 months which relates to NTP #1. The total cost of the milestone is a lump sum amount, but payment will be made in equal monthly installments. This milestone has a variety of associated sub-activities such as refinement of the MSF schedule, developing an MSF project communications plan, and organizing the MSF project records system. We will assure that the activities under the Project Management Phase 1 milestone are all within the limitation of our PE approval.

The payment with City funds for this work does not constitute a commitment to construction of the project since the contract includes appropriate termination clauses and requirements for subsequent NTPs prior to any construction activities. No construction commitment is permitted to occur under NTP #1. The City will not issue an NTP authorizing any final design or construction until appropriately authorized by FTA. All of these activities are typical of work conducted during a preliminary engineering program and are used to confirm that the project will conform to the description of the proposed action contained in the Final Environmental Impact Statement.

**Honolulu High-Capacity Transit Corridor Project
Maintenance and Storage Facilities Design-Build Contract
Notice-To-Proceed (NTP) No. 1 Activities**

4. Project Quality Management Plan

Payment Type:	Lump Sum
Milestone Value:	\$250,000

Explanation: The MSF Project Quality Management Plan is a deliverable as defined in the contract and is required by FTA at all stages of project development. The purpose of the plan at this stage is to ensure that all work being conducted under this contract (including NTP #1 work) is in accordance with industry standards and can be relied upon to meet the project goals and objectives as described in the Final Environmental Impact Statement and in the contract. The work in this milestone is within the limitation identified in NTP #1.

The payment with City funds for the task of preparing a MSF Project Quality Management Plan does not constitute a commitment to construction of the project since the contract includes appropriate termination clauses and requirements for further NTPs prior to any construction activities. No construction is permitted to occur under NTP #1. The City will not issue an NTP authorizing construction until appropriately authorized by FTA. This activity is typical of work which is conducted during a preliminary engineering program and is used to confirm that the project will conform to the description of the proposed action contained in the Final Environmental Impact Statement.

5. Project Quality Management

Payment Type:	Monthly (3 mos)
Milestone Value:	\$600,000

Explanation: This milestone is to implement the MSF Project Quality Management Plan for work under the contract, including the work under NTP #1. There are expected to be multiple activities associated with this milestone which include; contractor employee familiarization, training, auditing and other work to monitor and take other measures to ensure compliance with the plan. The monthly milestone payment is based on the anticipated lump sum price for this work spread over a 38 month schedule.

The contractor is only authorized to conduct such Quality Management activities as are required in its work under NTP #1. The work is paid with City funds. Authorizing Quality Management tasks for NTP #1 activities does not constitute a commitment to any construction. Quality Management is typical of work which is conducted during a preliminary engineering program and is used to confirm that the project will conform to the description of the proposed action contained in the Final Environmental Impact Statement.

Definitive Design Review per the contract SP 4.7 (m) shall be the first design review requiring participation of the City, and is intended to verify that the concepts proposed by the Design-Builder meet Concept Documents provided by the City (and shown in the FEIS). Substantiated reason for any proposed change to the Concept Documents shall be provided. The Quality Manager shall verify in writing the compliance and completeness of the design submittal prior to presenting the Definitive Design to the City for review.

6. Safety Plan & Administration

Payment Type:	Monthly (3 mos)
Milestone Value:	\$45,000

**Honolulu High-Capacity Transit Corridor Project
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Notice-To-Proceed (NTP) No. 1 Activities**

Explanation: This milestone is for work to prepare the MSF contractor's safety plan which is needed to protect the safety of those involved in the contract and others that might be associated with the contract or in the area in which work is being done. The milestone is also for the efforts related to administering the Safety Plan. The work is within the limitations outlined in NTP #1. The duration of all milestone work is expected to be 38 months. The monthly milestone payment is based on the anticipated lump sum price for this work spread over a 38 month schedule.

The payment with City funds for the task of Safety Plan preparation and administration does not constitute a commitment to construction of the project since the contract includes appropriate termination clauses and requirements for subsequent NTPs prior to any construction activities. No construction commitment is permitted to occur under NTP #1. The City will not issue an NTP authorizing construction until appropriately authorized by FTA. This activity is typical of work which is conducted during a preliminary engineering program and is used to confirm that the project will conform to the description of the proposed action contained in the Final Environmental Impact Statement.

7. Coordination with Local Agencies

Payment Type:	Monthly (3 mos)
Milestone Value:	\$30,000

Explanation: This milestone is to cover the MSF contractor's preliminary engineering efforts that require coordination with local agencies for work related to NTP #1. The monthly milestone payment is based on the anticipated lump sum price for this work spread over a 38 month schedule. A further description of the milestone is provided in the contract sections below:

SP-4.9(b) Coordination with Others. In its performance of services authorized and required under the contract, the Design-Builder shall assist the City in coordination activities with governmental, public and private agencies as required by the City.

SP-17.1 The Design-Builder shall design and construct the Work in accordance with the Contract, industry practices, and the specific permit conditions for the Project. Design-Builder shall identify and conduct any additional studies and inventories needed to identify environmental impacts and issues pertinent, if the Design-Builder is going to work outside of the environmental constraints specified by the permits in place between the City and regulatory authorities. Design-Builder shall identify and be responsible for securing any additional and applicable environmental permits, clearances, and approvals and mitigate impacts to environmentally sensitive areas and resources where Work is to be performed outside the limits, clearances, approvals and conditions in the permits in place between the City and regulatory authorities. The Design-Builder shall prepare the design and conduct construction activities such that no action or inaction on the part of the Design-Builder shall result in non-compliance with the requirements of laws applicable to the Project.

If there is a conflict among the requirements cited herein, or in a permit or order, issued by a regulatory agency, then the requirement that provides the most environmental protection and broadest coverage shall govern. It is the Design-Builder's responsibility to obtain clarification of any ambiguity within the environmental documents or this Section prior to proceeding with design or construction.

**Honolulu High-Capacity Transit Corridor Project
Maintenance and Storage Facilities Design-Build Contract
Notice-To-Proceed (NTP) No. 1 Activities**

8. On-Site Security, Communications, & Project Signing

Payment Type:	Monthly (3 mos)
Total Milestone Value:	\$15,000

Explanation: The purpose of this milestone is to provide On-Site Security, Communications & Project Signing for the office work during NTP #1. These efforts are intended to provide security for contractor personnel and equipment in NTP #1. The monthly milestone payment is based on the anticipated lump sum price for this work spread over a 38 month schedule. A further description of the milestone is provided in the contract sections below:

SP-4.2(g)(8). Site Identification Signing. The Design-Builder shall provide site identification signing at all project offices and all sites of Work.

SP-16.2. Safety and Security Certification Process Requirements

The Design-Builder shall participate in the Project Safety & Security Certification Program throughout the duration of the Contract. At a minimum, the Design-Builder shall:

- (a) Develop a Design-Builder Safety and Security Certification Plan for the final design, construction, and testing phases of the Project in conformance with the Project Safety and Security Management Plan and the Federal Transit Administration (FTA) document, Handbook for Transit Safety and Security Certification.

9. Mobilization 1- 50% @ 5% of Contract

Payment Type:	Lump Sum
Milestone Value:	\$4,715,000

Explanation: General mobilization consists of preparation work and operations, including but not limited to those necessary for the movement of personnel, equipment, supplies and incidentals. The amount paid for general mobilization is lump sum amount as defined Special Provisions 6.1 of the Design-Build Contract. The contractor is eligible to invoice for the first payment when 5%, or \$9,790,000 in cost, for other services has been invoiced to the City. All work performed under NTP #1 will accrue towards the 5% trigger. A further discussion of mobilization is contained both in SP-6.1 and in GCDB 6.3.

Authorizing mobilization payment is a condition of the contract but the contractor is still not permitted to undertake the mobilization of any construction equipment by the conditions of NTP #1. The contractor is authorized to move project management and engineering design personnel to Honolulu and to establish office spaces to house these people.

10. Activate Design Office

Payment Type:	Lump Sum
Milestone Value:	\$200,000

Explanation: The purpose of this milestone is to enable the contractor to open an office from which Preliminary Engineering authorized under NTP #1 will be performed and is not a component of milestone 11, discussed above. The City cost for this milestone is a single lump sum payment in the amount of \$200,000. Even though the benefits for the office will continue during the entire period of the contract under the Agreement the contractor is eligible to invoice when the milestone has been achieved.

**Honolulu High-Capacity Transit Corridor Project
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Notice-To-Proceed (NTP) No. 1 Activities**

It is expected that contractor personnel will occupy these premises. Further discussion regarding the office is below:

SP-4.2(g) states "Design-Builder shall provide all office and building space, facilities, and equipment necessary to meet the requirements of the Contract," including but not limited to: (A) Locate DB's project management staff, (B) Provide facilities for Responsible Engineers to be present in the local office, (C) Locate City's Design Compliance Engineer and staff in the same building or in close proximity to the DB's design staff.

11. Activate Design Team

Payment Type:	Monthly (3 mos)
Milestone Value:	\$300,000

Explanation: The purpose of this milestone is to enable the contractor to activate their design team members who will initially perform Preliminary Engineering activities authorized under NTP #1. This milestone, which associated with other milestones, is not a component of any other mobilization milestone. The cost of the milestone is a lump sum amount of \$300,000 that will be paid in four equal monthly installments of \$100,000 each. Further discussion regarding this milestone is below:

GCDB 4.2(b), Commencement Requirements, states the Design-Builder shall begin work within ten (10) working days from the official commencement date and shall diligently prosecute the same to completion within the contract time allowed. For NTP #1 this is the work associated with preliminary engineering that help to refine or validate data, information or assumptions underlying the Final Environmental Impact Statement.

12. Activate Construction Management Team

Payment Type:	Monthly (3 mos)
Milestone Value:	\$300,000

Explanation: The purpose of this milestone is to enable the contractor to active their construction management team members who will initially support the Preliminary Engineering activities, specifically by providing construction means and methods planning authorized under NTP #1. This milestone, which associated with other milestones, is not a component of any other mobilization milestone. The cost of the milestone is a lump sum amount of \$300,000 that will be paid in three equal monthly installments of \$100,000 each. Further discussion regarding this milestone is below:

Contract SP-4.28(a) states "Design-Builder shall provide project and construction management services for the scope of Work defined in the Contract. This shall include, but not be limited to, the following activities: (1) Project Management Plan, (2) Weekly Coordination Meetings, (3) Monthly Progress Reports, (4) Risk Management participation, (5) Coordination with Other Work," etc.

Contract SP-4.28(b) states "Within ten (10) days after Contract Execution, Design-Builder shall submit the following to the City for its timely review: (1) Updated Baseline Schedule, (2) Schedule of Milestones," etc. This contract provision further states that Design-Builder shall arrange and conduct a meeting with City and Design-Builder personnel to review and facilitate the City-acceptance of the Baseline Schedule and Schedule of Milestones prior to first pay request submittal. These activities

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Notice-To-Proceed (NTP) No. 1 Activities**

require CM as well as Design personnel to reflect the appropriate activities undertaken to support NTP #1 and the validation of the environmental documents.

The activation of certain members of the construction management team is necessary to plan for the activities of the future construction project and affirm that the commitments and restrictions regarding construction that are identified in the Final Environmental Impact Statement will be met. The City will not issue an NTP authorizing any construction until appropriately authorized by FTA. This pre-construction planning activity is typical of work which is conducted during a preliminary engineering program.

13. Activate Equipment

Payment Type:	Monthly (3 mos)
Milestone Value:	\$150,000

Explanation: The purpose of this milestone is to enable the contractor to purchase or ship equipment needed for staff to provide the services authorized under NTP #1. The type of equipment includes communications, reprographics, office equipment, safety and security equipment, furnishings, etc. This milestone, which associated with other milestones, is not a component of any other mobilization milestone. The anticipated cost of the milestone is a lump sum amount of \$150,000 that will be paid in three equal monthly installments of \$50,000 each. Further discussion regarding this milestone is below:

Contract SP-4.2(g) states Design-Builder shall provide for all office(s) and other building space, facilities and equipment necessary to meet the requirements of the Contract. This provision continues to define the General Office requirements that include providing secure and safe sites, installing / providing all utility services, and maintenance of said facilities and equipment.

No construction equipment is authorized for mobilization under NTP #1.

14. Activate Sub & Suppliers

Payment Type:	Monthly (3 mos)
Milestone Value:	\$300,000

Explanation: The purpose of this milestone is to enable the contractor to conclude agreements with sub-contractors and suppliers needed to support staff and equipment involved in providing the services authorized under NTP #1. This milestone, which is associated with other milestones, is not a component of any other mobilization milestone. The anticipated cost of the milestone is a lump sum amount of \$300,000 that will be paid in three equal monthly installments of \$100,000 each. Further discussion regarding this milestone is below:

GCDB 4.2 and Contract SP-4.2 (g), Commencement Requirements, includes mobilization of subcontractors and suppliers to efficiently prosecute the Work.

15. Design Management & Quality

Payment Type:	Monthly (3 mos)
Milestone Value:	\$1,200,000

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Explanation: This milestone is to cover the contractor's design and quality management for all the Preliminary Engineering and associated work authorized under NTP #1. The monthly milestone payment is based on the anticipated lump sum price for this work spread over an 18 month schedule. Additional discussion regarding Design Management and Quality milestone follows.

Contract SP-4.7(a) states the Design-Builder shall establish and implement a Quality Management Program whose purpose is to ensure that Design-Builder provides the City work products that meet the Contract requirements.

Contract SP-4.7(b) states that the Design-Builder shall develop, maintain, and implement a comprehensive Quality Plan that reflects Design-Builder's processes and procedures for effectively performing the Work.

Contract SP-4.7(c) states the Quality Plan shall reflect the overall quality approach, philosophy and methodology that will assure the contracting and subcontracting relationships will support the City's and Design-Builder's quality objectives.

Contract SP-4.7(m) Design-Builder shall perform Design Reviews and conduct design meetings that will build consensus and manage interfaces / coordination of others such that work products support the activities associated with NTP #1.

16. Archeological-Historical Plan

Payment Type:	Lump Sum
Anticipated Milestone Value:	\$60,000

Explanation: As part of the field investigation program the Design-Builder is required to prepare an Archeological-Historical Plan. This plan is also required as part of the Environmental Compliance Plan and prior to initiation of any field work. During NTP #1 the Design-Builder will be validating and refining their preliminary design so as not to conflict with environmental documents or permits dealing with Archeological and Historical resources. The Design-Builder will also need to review the mitigation measures established in the environmental documents and confirm preliminary designs are in compliance. Payment will be made in a single lump sum amount paid upon completion of the milestone. Additional discussion regarding the Archeological-Historical Plan follows:

References: GCDB 4.18 and SP-4.18 where the Design-Builder is required to prepare the plan, monitor (with an on-site Specialist) and provide documentation associated with Archeological-Historical finds.

SP-4.17.3(d) stipulates the Design-Builder must plan for mitigating and remediating impacts on ..., historic, archaeological, cultural, etc.

FEIS Chapter 4.18.11 addresses the archeological, cultural and historic resources affecting the Project and the mitigation measures defined in the Programmatic Agreement requires contractors to review and assure their preliminary design is in full compliance.

17. Hazardous Materials Plan

Payment Type:	Lump Sum
Anticipated Milestone Value:	\$15,000

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Explanation: The Final EIS indicates a number of *Brownfield* sites along the study corridor, where residual hazardous chemicals and materials exist due to prior industrial or military activities. As part of the field investigation program and prior to any construction work, the Design-Builder is required to develop and implement a comprehensive Hazardous Materials Plan (Hazmat Plan). During NTP #1 Design-Builder will review the contract documents and validate that preliminary design mitigates and is in accordance with the Final EIS documents, laws, rules and ordinances regarding handling and disposal of contaminated materials. Payment will be made in a single lump sum amount paid upon completion of the milestone. Additional discussion regarding the Hazmat Plan Milestone follows:

GCDB 4.13 and Contract SP-4.13 require the Design-Builder to prepare a Hazmat Plan and monitor field and report any hazmat conditions uncovered or generated during the course of the Work. The contract provision defines the procedures that should be included in the Plan.

FEIS, Chapter 4.18.7 addresses Contaminated Media and Solid Waste requiring a Contaminant Management Plan, as well as, incorporation of the process and procedures if contaminated materials are encountered in the Construction Safety and Security Plan.

18. Yard Track Alignment & Profile Plans

Payment Type:	Lump Sum
Total Milestone Value:	\$625,000

Explanation: Completion of the Yard Track Alignment & Profile Plans is required to validate conformance to the Final EIS. Such plans are typically preliminary engineering activities that precede any final design. Payment will be made in a lump sum amount upon completion of the milestone. The contractor is required to confirm their yard layout is consistent with the Contract requirements and both are consistent with the Final EIS documents and permits. Additional discussion regarding this milestone is provided below:

Contract SP-10.3(b) states the Design-Builder is responsible for the design and installation of running rail, restraining and safety rail, fasteners, special track work, switch machines, and contact rail, and interfaces with Traction Electrification System, Train Control System and Communication System so that all of the requirements of the Contract are met.

Contract SP-10.3 (b) and (c) require the Design-Builder to validate their alignment is in compliance with the RFP Drawings and environmental documents and permits. Design-Builder shall confirm the Contract Design Criteria and construction tolerances for the trackbed, including super elevation with the system contractor (vehicle and transit systems provider) to ensure compatibility and ride quality of the end product.

19. Design Workshop

Payment Type:	Lump Sum
Total Milestone Value:	\$200,000

Explanation: Workshops will be conducted during NTP #1 to validate preliminary design is in compliance with the environmental documents and permits. The workshops are used to compare RFP Drawings and information with the Design-Builders preliminary plans, identify construction means and methods and establish Definitive and Interim Design Review Plans to validate Final EIS documents/ permits and

**Honolulu High-Capacity Transit Corridor Project
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Notice-To-Proceed (NTP) No. 1 Activities**

project elements. Payment will be a single lump sum amount upon completion of this milestone. Further description of this milestone is provided as follows:

Contract SP-4.7 requires the use of design workshops to improve awareness of requirements in terms of environmental documents and permits as well as the basis of conceptual design that led to the RFP Drawings and information. The Design-Builder is to facilitate the workshops having all stakeholders in attendance / invited with presentation materials and minutes / action plans.

FEIS Appendix E and G address the (App E) Construction Approach and (App G) Record of Public and Stakeholder Correspondence & Coordination. The Design-Builder will confirm consistency with the environmental documents and permits as it pertains to the construction means and methods.

20. Design QA Plan

Payment Type:	Lump Sum
Total Milestone Value:	\$430,000

Explanation: The Quality Management Program and quality assurance and control procedures will enable the project management team to fulfill its commitment to produce a quality design and provide criteria for measurement, auditing and monitoring. During the design phase, the Project Management Team must develop and implement a QA/QC Plan. The QA/QC Plan will detail among many items, management responsibilities, policies and procedures to implement elements defined in the FTA's *Quality Assurance & Quality Control Guidelines*. Payment will be a single lump sum amount of \$430,000 paid upon completion of the milestone. Further discussion regarding this milestone follows:

Contract SP-4.7 (a) Design-Builder shall establish and implement a Quality Management Program. The purpose of the Quality program is to: ensure that Design-Builder provides the City a completed project that meets Contract requirements; prevent the occurrence of design and construction non-conformances through active and effective monitoring of processes; create organizational independence from the design and construction delivery of the Contract; and assure that Design-Builder manages the Work such that the City has the ability to substantiate that the requirements of the Contract are being met and substantiate that appropriate payments for the Work are made.

Contract SP-4.7 (d) Quality Plan Acceptance and Revisions. Within 30 days following NTP, the Design-Builder shall submit the Quality Plan that describes the QC/QA activities provided and managed for the design and permitting activities to the City for review and comment.

21. Agency Coordination & Permitting

Payment Type:	Monthly (3 mos)
Milestone Value:	\$105,000

Explanation: This milestone is to cover contractor agency coordination and permitting activities during the NTP #1 duration. It will include addressing issues related to government agencies with an interest in the project or regulatory authorities who have been actively engaged in the EIS process, and ongoing coordination among the agencies to secure the required permits. The anticipated cost of the milestone is a lump sum amount of \$105,000 that will be paid in three equal monthly installments of \$35,000 each. Further discussion regarding this milestone follows:

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Contract SP-17.1 If there is a conflict among the requirements of the contract, or in a permit or order, issued by a regulatory agency, then the requirement that provides the most environmental protection and broadest coverage shall govern. It is the Design-Builder's responsibility to obtain clarification of any ambiguity within the environmental documents or this Section prior to proceeding.

Contract SP-17.2. Completion of applications for all required environmental permits to be obtained by the Design-Builder, and accumulation of all documentation required for environmental clearances, and authorizations shall be the responsibility of the Design-Builder and shall be included in the environmental Compliance Plan.

22. Agency Master Plan

Payment Type:	Lump Sum
Total Milestone Value:	\$60,000

Explanation: This milestone is for the contractor work associated with preparation of the Agency Master Plan. The plan will benefit all activities involving agency coordination, including those in NTP #1. Payment is a lump sum amount paid upon completion of the milestone.

23. Environmental Compliance Plan

Payment Type:	Lump Sum
Milestone Value:	\$170,000

Explanation: This milestone is to cover contractor work to prepare the Environmental Compliance Plan document. Payment is a lump sum amount paid upon completion of the milestone. Further discussion regarding this milestone follows:

The Environmental Compliance Plan (ECP) is part of the Quality Plan and is the contractor's comprehensive strategy to mitigating FEIS conditions throughout the project life. During the design phase, the Design Builder will present submittals to City representatives at both Definitive and Interim Design Reviews and Final Design Review. The City will review the ECP and design to determine if environmental compliance requirements, permit conditions/approvals, and environmental controls and mitigation methods have been incorporated into the design.

During NTP #1, the Environmental Manager and environmental team will commence research and investigations to determine the presence and location of historical, archaeological, cultural and sensitive natural features of work sites, document direct and indirect effects of the Project, and prepare the ECP.

Contract SP-17.3. The Design-Builder shall prepare an ECP based on the Final EIS commitments and mitigation and pertinent permit conditions. The ECP shall be updated as necessary, and when new or modified mitigation or environmental compliance strategies are developed throughout the term of the Contract.

24. Public Information Plan

Payment Type:	Lump Sum
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Milestone Value: \$60,000

Explanation: This milestone is for work to develop the ongoing Public Information Plan (PIP) required by the contract to facilitate management of community issues and mitigate the impact of construction work on the community and neighborhoods adjacent to the project work site. The contract requires the Design-Builder to develop and timely submit a Public Information Plan (PIP). NTP #1 activities include holding public information meetings and other community outreach activities, inform and involve the media (radio, television and news, press releases, etc.) to proactively inform the public, communicate with local agencies, business and community groups and issue advisories.

Payment will be a lump sum amount of \$60,000 paid upon completion of the milestone. These efforts will include PIP activities and work related to preparation of the contract-specific Public Awareness and Community Relations (PA/CR) Program which is to be submitted to the City for Review and Comment within 30 days of the Notice to Proceed.

A further description of the milestone is discussed below:

Design-Builder's Public Awareness and Community Relations Plan (PA/CR). Within 30 days of the Notice to Proceed (NTP), the Design-Builder shall complete and submit to the City for Review and Comment, its PA/CR Program Plan based on the summary submitted with its Proposal Documents and the other Contract Documents. The Business and Residential Impact Mitigation Plan defined in this Section must be included as a subset of the PA/CR Program Plan.

25. Public Information Program Implementation

Payment Type: Monthly (3 mos)
Milestone Value: \$75,000

Explanation: This milestone is for work to implement the ongoing Public Information Plan (PIP) and the PA/CR Plan required by the contract to facilitate management of community issues and mitigate the impact of construction work on the community and neighborhoods adjacent to project work sites. NTP #1 activities include holding public information meetings and other community outreach activities, inform and involve the media (radio, television and news, press releases, etc.) to proactively inform the public, communicate with local agencies, business and community groups and issue advisories.

The lump sum milestone price of \$75,000 is payable in equal monthly installments of \$25,000 each. A further description of the milestone as specified in the contract is discussed below:

The Design-Builder will develop a contract-specific Public Awareness and Community Relations (PA/CR) Program for all activities to facilitate management of community issues and mitigation of impacts on the community and neighborhoods adjacent to the construction work sites. The PA/CR Program will also include a Business and Residential Impact Mitigation Plan. The Design-Builder will manage the community advisory plan for activities and work closely with the City regarding community issues. The Design-Builder will also work with other City departments and the State Department of Transportation to provide advisories and current related traffic information to the public. Above all, this communications team must place a high priority on being responsive to the concerns of the public, neighborhoods, and business owners throughout the life of the Contract.

Total Anticipated NTP #1 Authorization: \$14,505,000